



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving the Annual Renewal and Authorizing Payment of the Shared Automation Fee Structure for the Agreement Between City of Stockton and City of Lodi for the Use of the Stockton San Joaquin County Public Library - Sirsi, Corp., Integrated Library System (\$35,256.46)

MEETING DATE: April 6, 2011

PREPARED BY: Library Services Director

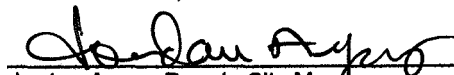
RECOMMENDED ACTION: Adopt resolution approving the annual renewal and authorizing payment of the Shared Automation Fee Structure for the agreement between City of Stockton and City of Lodi for the use of the Stockton San Joaquin County Public Library - Sirsi Corp., Integrated Library System (\$35,256.46).

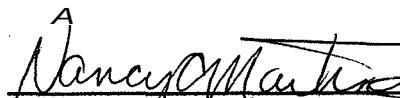
BACKGROUND INFORMATION: In 2003 as authorized by the City Council, the Lodi Public Library entered into a partnership with Stockton San Joaquin County Library System to share an Integrated Library System (ILS) provided by Sirsi Corporation. The Sirsi ILS integrates all the functions of the library (including materials acquisition, cataloging, circulation, patron record management, etc.) together in one automated system. It allows users online access to the catalog to search for library materials. It allows users access to their accounts via the Internet to place holds and to receive email notification of holds, overdue, and due date reminders. The integrated library system maintains all the records of items in the collection and registered borrowers and their status in relation to each other.

City of Stockton Information Technology Department staff provides computer technology services and Stockton Library staff members consult on implementation of the system and software as needed. Lodi's system maintenance costs charged by Sirsi Corporation are directly passed through from Stockton. Lodi shares a percentage of connectivity charges based on the percentage of peripheral equipment connected to the system. Charges for City of Stockton staffing expertise and consultation are charged annually for estimated services rendered. The initial contract was reviewed and approved by City of Lodi IS Division staff.

FISCAL IMPACT: Sharing library resources with the City of Stockton is a cost-effective way to provide Lodi Public Library patrons with convenient, online access to library materials and resources.

FUNDING AVAILABLE: 210801.7323; \$35,256.46


Jordan Ayers, Deputy City Manager


Nancy C. Martinez, Library Services Director

NM/sb

APPROVED:


Rad Bartlam, City Manager

December 15, 2010

Nancy Martinez, Library Services Director
Lodi Public Library
201 W. Locust Street
Lodi, CA 95240

Dear Ms. Martinez:

Pursuant to page 4, Section VI of the agreement between the City of Stockton and Lodi Public Library for the use of the Stockton –San Joaquin County Public Library, Sirsi Corporation Automated Library System, an updated Appendix A, for the period of July 1, 2010 to June 30, 2011, is attached.

If the attached document has your approval, please print two copies of this letter (on a color printer if possible) and the Appendix. The signatories of the original contract need to sign (in blue ink) to indicate their agreement. Please return both copies of the letter and both copies of the Appendix to my Executive Assistant, Kendra Stockwell. She will obtain the signature of the City Manager for the City of Stockton and return one original to you. Please contact Dessa Chang (209) 937-8154 or Chris Freeman (209) 937-8364 if there is any discrepancy between our understandings of the attached.

Yours truly,



Pamela Sloan
Director of Community Services

PS:KS

Confirmed by

Bob Deis, City Manager
City of Stockton

Nancy Martinez, Library Svcs. Director
City of Lodi

Date

Date



**SHARED AUTOMATION FEE STRUCTURE
CITY OF LODI**

**FEE STRUCTURE
(JULY 2010 – JUNE 2011)**

	Amount	Rate	Annual	Quarterly
Hardware/Software Fees:				
IBistro Enhanced Content			\$ 6,074.79	\$ 1,518.70
Lodi Public Library Unicorn Software Maintenance			\$ 15,301.27	\$ 3,825.32
Sun Server Subscription			\$ 359.86	\$ 89.97
Internet Access Fees:				
AT&T Internet Service @ 40 mbps	\$ 4,771			
AT&T Internet Service DS3 Frame Port	\$ 2,419			
AT&T Internet Service DS3 Circuit	\$ 1,299			
Total (Includes E-rate discount)	\$ 8,489	15.00% *	\$ 1,273.34	\$ 318.33
Staff Fee**			\$ 8,887.66	\$ 2,221.92
City Indirect Costs (37.8% staff costs only)***			\$ 3,359.54	\$ 839.88
TOTAL FEES			\$ 35,256.46	\$ 8,814.11
PAYABLE QUARTERLY AT	\$ 8,814.11 / QUARTER			

KEY STAFF	HOURS	TOTAL COST
Deputy Director	5	\$ 359.92
Supervising Librarian, Technical Services	5	\$ 303.69
Librarian II, Cataloging	10	\$ 566.87
Information Technology Supervisor	12	\$ 876.95
Senior Systems Analyst	40	\$ 2,727.71
Systems Analyst I	40	\$ 1,979.20
Technology Support Specialist II	40	\$ 2,073.33
TOTAL		\$ 8,887.66

Bob Deis
City Manager
City of Stockton

Nancy Martinez, Director
Lodi Public Library

Date

* T-1 Circuit @ 1.5 mbps

** Total hours of project time for key staff were estimated at straight time up to a level considered supportable by SSJCPL within regular hours, for the period July 1, 2010 - June 30, 2011.

*** The City of Stockton FY 2009-10 Library overhead rate of 37.8% is applied to total salary cost.

**AGREEMENT BETWEEN CITY OF STOCKTON AND CITY OF LODI FOR USE OF THE
STOCKTON-SAN JOAQUIN COUNTY PUBLIC LIBRARY - SIRSI, CORP. INTEGRATED
LIBRARY SYSTEM**

THIS AGREEMENT is made effective as of JUN 24 2003, 2003, by and between the CITY OF STOCKTON, a municipal corporation, herein referred to as "CITY" on behalf of the Stockton-San Joaquin County Public Library, herein referred to as "SSJCPL," and LODI PUBLIC LIBRARY, by and through its Board of Trustees, herein referred to as "LODI."

**I.
DESCRIPTIVE INFORMATION AND DECLARATION OF PURPOSE**

CITY, having installed and maintained an integrated, computerized online library system (herein referred to as the "System") at the SSJCPL Chavez Central Library, recognizes the desirability of making such a system available for use by other libraries in the 49-99 Cooperative System. The CITY will extend to LODI the full range of services available from its automated system, subject to the terms and conditions of this Agreement and the City's agreement with Sirsi, Corporation, entered into on February 4, 2003, and which contains provisions related to extending use of the system to LODI.

**II.
OWNERSHIP**

2.1 At all times hereunder CITY shall own all rights in and to all central System hardware and software, except for telecommunication equipment directly linking LODI to the System located at SSJCPL Chavez Central Library, LODI shall own the terminals, personal computers, printers, bar code scanners, other computer peripherals, and telecommunications devices located at its premises.

2.2 Shared databases shall be jointly owned. Any separate SSJCPL databases resident on the System shall be owned by the CITY. Any separate LODI databases resident on the System shall be owned by LODI. LODI retains the right to remove its databases or portions of the shared databases from the System, at its sole cost and expense, in the event of cancellation. CITY retains the right to remove or collect a rental fee for any LODI separately-owned database on the System in the event that storage space is impacting System performance.

**III.
RESPONSIBILITIES**

3.1 In System administration, CITY agrees to:

3.1.1 Contract with vendors for purchase and maintenance of all central site hardware and software, work as a liaison between LODI and System vendors to provide hardware configurations for the central components of the System and to explore, in consultation with LODI, cost-effective alternatives to meet LODI library computing needs;

3.1.2 Maintain "all-risk" insurance coverage on all central site equipment and communications devices owned by **CITY**;

3.1.3 Review and adjust the monthly usage fee on an annual fiscal year basis and at the time of any major System upgrade, in consultation with LODI;

3.1.4 Provide LODI with the calculation of the annual adjustment of Fees (Appendix A) no later than June 1 each year.

3.2. In System operation, the CITY agrees to:

3.2.1 Operate and maintain central site equipment in a responsible manner; all regular routines for System maintenance receive top priority according to schedule.

3.2.2 Respond to LODI System operations questions and investigate operational problems as prioritized below:

a. Priority 1: LODI Library is without any System service—a situation to receive immediate attention.

b. Priority 2: LODI Library is experiencing difficulty with a System function that results in significant impairment in one area or LODI Library has an operational deadline—a situation to receive special attention.

c. Priority 3: LODI Library experiences a minor loss of functionality—a situation that CITY staff will handle on a first-in-first-out basis.

CITY staff will accommodate service within context of overall system operations.

3.2.3 ~~CITY~~ agrees to run and mail notice forms or daily reports, or purchase supplies for LODI, if so requested, and CITY will charge LODI for these services on a time-and-materials basis.

3.3 In System software maintenance, CITY agrees to:

3.3.1 Provide LODI with the use of an integrated online library system, which provides LODI with the following online and batch functions: bibliographic control, authority control, acquisitions, cataloging, Z39.50 protocol, online public access catalog with world wide web catalog interface, Spanish language interface, serials, circulation, outreach services and management report functions;

3.3.2 Install updates and enhancements to the automated system as provided by the vendors;

3.3.3 Assist LODI in preparing necessary policy file information;

3.3.4 Prepare user accounts for LODI and set up screen displays specific to LODI need; (Note: Any optional changes not required by the CITY or the vendor in set ups and screen displays after initial set up are LODI responsibility.)

3.3.5 Assist LODI in developing the management and accounting reports necessary for the effective utilization of the system,

3.4 In order to provide database integrity:

3.4.1 CITY agrees to run routine programs and reports that allow LODI and CITY staff to maintain accurate database records;

3.4.2 Lodi and CITY agree to maintain the bibliographic database in accordance with current national and SSJCPL cataloging standards;

3.5 In order to provide access to the System, CITY agrees to:

3.5.1 Staff the central site so that SSJCPL Automation Services staff are available for consultation and other transactions during the following hours:

Monday - Friday, 8 a.m. to 5 p.m.

3.5.2 Provide access to the System (all databases) through the Internet 21 hours per day (6 a.m. to 3 a.m.), except during periods of routine maintenance, hardware and software installation, or public utility interruption;

3.5.3 Maintain the System, by means of hardware and software maintenance contracts, in a fashion as to provide for downtime and response time not to exceed the limits specified in CITY vendor contract(s); however, no liability shall be assumed by CITY if these limits are exceeded;

3.5.4 Provide Lodi with prior notice of System unavailability whenever possible. ✓
Such suspension shall not be deemed an unreasonable prevention or postponement of System use by Lodi;

3.5.5 Assist in initial training and provide ongoing update sessions;

3.5.6 Include Lodi staff in decision process for System function and System policy ✓
revisions that will jointly affect Lodi and SSJCPL;

3.5.7 Provide to Lodi local System user and, as needed, operational documentation to supplement vendor-supplied documentation.

IV. LODI RESPONSIBILITIES

Lodi agrees to:

4.1. Link Lodi to the SSJCPL System by obtaining the necessary local devices including, but not limited to, terminals and personal computers, printers, barcode readers or laser scanners, routers, and related telecommunications equipment compatible with and as necessary to operate within the SSJCPL System;

4.2. Purchase and maintain the data communications link between Lodi and the SSJCPL computer System;

4.3. Use the Library of Congress Machine Readable Cataloging (LCMARC) approved standards for the entering of bibliographic data into the System database;

4.4. Use mutually agreed upon standards for input of patron records and other policy standards in related procedural documentation;

4.5. Pay CITY an annual service fee as established according to the formula and schedule set forth in Appendix A, adjusted annually. The fee shall be paid within 30 days of receipt of quarterly invoice;

4.6 Pay the entire purchase and maintenance costs for any software to be used exclusively by LODI on the System;

4.7 Pay on a time-and-materials basis, exclusive of this Agreement, for daily System notice and report printing or for special projects requiring CITY staff time beyond the terms of this Agreement.

V. DISASTER RECOVERY ASSISTANCE

LODI, through its computer system, and the CITY, through the SSJCPL computer system, agree to provide mutual disaster recovery assistance, provided that backup methods and devices are compatible and that sufficient capacity is available to handle basic operations for the guest system without significant degradation of the host system as determined by the host system.

VI. TERMINATION OF FEES

The basis for establishing fees for LODI use of the CITY Integrated Library System as detailed in Appendix A, attached and incorporated by this reference, are as follows:

6.1. Hardware and software usage fees will be based on total workstations connected to the System, as a percentage of combined CITY and LODI workstations. The basis for System use shall be open to renegotiation on an annual fiscal year basis, based on need, actual usage patterns, and System resource availability. An increase in LODI percentage of System use will not negatively affect LODI usage fee if this increase is caused solely by reductions in SSJCPL usage pattern.

6.2. Personnel costs in the first year will be based on estimated direct costs for key SSJCPL personnel involved in the LODI automation project. In subsequent years, the basis for pricing staff fees will be determined by mutual consent either by a study of actual time spent or by application of the percentage of processes used to total key staff salaries and benefits.

6.3. CITY indirect costs are re-calculated periodically. For 2003-2004, the rate is 11.04%.

VII. TERMS OF AGREEMENT

This Agreement shall be effective from the date of the execution of the Agreement. Fees and services shall be reviewed and renewed annually, for July - June (fiscal year) implementation. The Agreement shall continue in force from year to year unless one or both parties shall elect to terminate the Agreement as provided under CANCELLATION.

VIII. CANCELLATION

This Agreement may be canceled by either party at the end of any one year renewal period provided that at least one hundred eighty (180) days prior written notice is given to the other party. Either party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within sixty (60) days after receipt of notice of such default from the non-defaulting party or within such additional cure period as the non-defaulting party may authorize. Should either party

cancel through no fault of the other party, the canceling party shall pay all costs to separate the System databases.

IX
AUTHORITY TO EXECUTE

The undersigned represent and warrant they are each duly authorized by the party to execute this agreement.

LODI PUBLIC LIBRARY

By: Nancy Martinez
Its: Library Services Director
Date: 6/17/03

CITY OF STOCKTON

By: [Signature]
Mark Lewis, City Manager
Date: JUN 24 2003

APPROVED AS TO FORM:
LODI CITY ATTORNEY

[Signature]
Randall A. Hays

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

[Signature]
Assistant City Attorney

ATTEST:

City Clerk, City of Lodi

::ODMA\GRPWISE\COS.CA.CA_LIBRARY:24248.1

[Signature]
City Clerk, City of Stockton



RESOLUTION NO. 2011-49

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE
RENEWAL AND AUTHORIZATION OF PAYMENT OF THE SHARED
AUTOMATION FEE STRUCTURE FOR THE AGREEMENT BETWEEN
CITY OF STOCKTON AND CITY OF LODI FOR USE OF THE
STOCKTON SAN JOAQUIN COUNTY PUBLIC LIBRARY - SIRSI,
CORP., INTEGRATED LIBRARY SYSTEM

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WHEREAS, in 2003, as authorized by the City Council, the Lodi Public Library entered into a partnership with Stockton San Joaquin County Library System to share an Integrated Library System provided by Sirsi Corporation; and

WHEREAS, City of Stockton Information Technology department staff provides computer technology services, and Stockton Library staff members consult on implementation of the system and software as needed; and

WHEREAS, Lodi's system maintenance costs charged by Sirsi Corporation are directly passed through from Stockton, of which Lodi shares a percentage of connectivity charges based on the percentage of peripheral equipment connected to the system. Charges for the City of Stockton staffing expertise and consultation are charged annually for estimated services rendered; and

WHEREAS, the initial contract was reviewed and approved by City of Lodi **IS** Division staff.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute an agreement for the renewal and authorization of payment of the Shared Automation Fee Structure for the agreement between City of Stockton and City of Lodi for the use of the Stockton San Joaquin County Public Library - Sirsi Corporation Integrated Library System in the amount of \$35,256.46.

Date: April 6, 2011

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i hereby certify that Resolution No. 2011-49 was passed and adopted by the Lodi City Council in a regular meeting held April 6, 2011, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Katzakian, Mounce, Nakanishi, and
Mayor Johnson

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None


RANDI JOHL
City Clerk